



TELECOMMUNICATIONS
AGREEMENT

and

WORKING RULES

Governing the
ELECTRICAL INDUSTRY OF
SOUTHEAST MASS. & VICINITY

Between

ELECTRICAL WORKERS UNION
LOCAL 223, IBEW

and

RHODE ISLAND AND SOUTHEAST
MASSACHUSETTS CHAPTER,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

September 1, 2014 to August 31, 2017

"DAVIS-BACON FRINGE BENEFIT SUMMARY"

1. STATE(S): MASSACHUSETTS

COUNTY or AREA:

All of Bristol County (Except Attleboro, N. Attleboro & Seekonk), Barnstable, Dukes & Nantucket Counties, Norfolk County, Plymouth County (Excluding Hingham & Hull Townships). All State and Federal Waters that are within or are part of above counties (Excluding waters adjacent to Hingham & Hull Townships).

2	3	4		F	G	H	I	J
CLASSIFICATION	EFFECTIVE DATES	BASIC HOURLY WAGE		Health & Welfare	3% NEBF	Apprentice Training	Pension	Annuity
Technician	(a) 9-1-13	(a) \$30.95	Employer Contribution	\$7.70/Hr	3%	2.75%	22%	4.5%
Technician	(b) 9-1-14	(b) \$31.71	Employer Contribution	\$8.00/Hr	3%	2.75%	22%	\$1.45/Hr
Technician	(c) 9-1-15	(c) \$32.56	Employer Contribution	\$8.40/Hr	3%	2.75%	22%	\$1.45/Hr
Technician	(d) 9-1-16	(d) \$33.33	Employer Contribution	\$8.90/Hr	3%	2.75%	22%	\$1.45/Hr
	(e)	(e)	Employer Contribution					
	(f)	(f)	Employer Contribution					
	(g)	(g)	Employer Contribution					
	(h)	(h)	Employer Contribution					
	(i)	(i)	Employer Contribution					
	(j)	(j)	Employer Contribution					
	(k)	(k)	Employer Contribution					
5 ARE FUNDS FORMALLY ESTABLISHED FOR A, B, C, D, & E?				Yes	Yes	Yes	Yes	Yes
6 ARE PLANS REPORTABLE UNDER THE "DISCLOSURE ACT" FOR A, B, ETC?				Yes	Yes	Yes	Yes	Yes
7 List the AGREEMENT REFERENCE of the fringe benefits cited.			ARTICLE	VI	VI	V	VI	VI
			SECTION	6.02(a)	6.01	5.14	6.03	6.04
			PARAGRAPH	1	1	1	1	1
			PAGE	20	20	19	21	21
8 WHAT WAGE WILL THE EMPLOYEE PAY FED. & STATE TAXES IN COL 4 ABOVE?				(a) \$30.95	(b) \$31.71	(c) \$32.56		
				(d) \$33.33	(e)	(f)	(g)	(h)
					(i)	(j)	(k)	

9 Rhode Island & S.E. Mass. Chapter NECA
Contractor or Association

By: Wesley T. Geller Title: Chapter Manager
Date: 8-20-14

10 IBEW Local Union . 223

By: David W. Fenton Title: Business Manager
Date: 8-20-14

PREPARE IN TRIPLICATE. Send original and one copy to the I.O. Attach one (1) copy of your agreement. (FOR INSTRUCTIONS IN PREPARING THIS FORM: See page 1)

IBEW LOCAL 223 TELEDATA RATE
9-1-14 to 8-31-17

CLASSIFICATION/WAGES:

Section 3.05(a). The minimum hourly rate of wages shall be as follows:

	<u>9-1-14</u>	<u>9-1-15</u>	<u>9-1-16</u>
TECHNICIAN	\$31.71	\$32.56	\$33.33
Health & Welfare (Per Hour)	8.00	8.40	8.90
Local Pension (22% of Gross Wages)	6.98	7.16	7.33
Deferred Income (Per Hour)	1.45	1.45	1.45
JATF (2.75% of Gross Wages)	.87	.90	.92
S. E. Mass. Electrical Trust Fund 3% of Gross Wages)	.95	.98	1.00
NEBF (3% of Gross Payroll)	.95	.98	1.00
LMCC (\$.10 Per Hour)	.10	.10	.10
Subtotal	\$51.01	\$52.53	\$54.03
NEIF (1% of Gross Payroll if Applicable)	.32	.33	.33
Total	\$51.33	\$52.86	\$54.36

APPRENTICE WAGES EFFECTIVE 9-1-14 TO 8-31-15
NOTE: APPRENTICE WAGES & BENEFITS INCREASE 9-1-15 & 9-1-16

1st Step - 40%			2nd Step - 42%			3rd Step - 45%		
Wage		\$14.92	Wage		\$15.67	Wage		\$16.79
H & W*		\$0.00	H & W*		\$0.00	H & W		\$8.00
Pension**		\$0.00	Pension**		\$0.00	Pension**		\$0.00
Def. Inc.**		\$0.00	Def. Inc.**		\$0.00	Def. Inc.**		\$0.00
JATC	2.75%	\$0.41	JATC	2.75%	\$0.43	JATC	2.75%	\$0.46
SEMFT	3%	\$0.45	SEMFT	3%	\$0.47	SEMFT	3%	\$0.50
NEBF	3%	\$0.45	NEBF	3%	\$0.47	NEBF	3%	\$0.50
LMCC	\$0.10	<u>\$0.10</u>	LMCC	\$0.10	<u>\$0.10</u>	LMCC	\$0.10	<u>\$0.10</u>
Total		\$16.33	Total		\$17.14	Total		\$26.35

4th Step - 48%			5th Step - 50%			6th Step - 55%		
Wage		\$17.91	Wage		\$18.66	Wage		\$20.52
H & W		\$8.00	H & W		\$8.00	H & W		\$8.00
Pension	11.5%	\$2.06	Pension	11.5%	\$2.15	Pension	11.5%	\$2.36
Def. Inc.	0.70	\$0.70	Def. Inc.	0.70	\$0.70	Def. Inc.	0.70	\$0.70
JATC	2.75%	\$0.49	JATC	2.75%	\$0.51	JATC	2.75%	\$0.56
SEMFT	3%	\$0.54	SEMFT	3%	\$0.56	SEMFT	3%	\$0.62
NEBF	3%	\$0.54	NEBF	3%	\$0.56	NEBF	3%	\$0.62
LMCC	0.10	<u>\$0.10</u>	LMCC	0.10	<u>\$0.10</u>	LMCC	0.10	<u>\$0.10</u>
Total		\$30.34	Total		\$31.24	Total		\$33.48

7th Step - 60%

Wage		\$22.39
H & W		\$8.00
Pension	11.5%	\$2.57
Def. Inc.	0.70	\$0.70
JATC	2.75%	\$0.62
SEMFT	3%	\$0.67
NEBF	3%	\$0.67
LMCC	0.10	<u>\$0.10</u>
Total		\$35.72

8th Step - 65%

Wage		\$24.25
H & W		\$8.00
Pension	11.5%	\$2.79
Def. Inc.	0.70	\$0.70
JATC	2.75%	\$0.67
SEMFT	3%	\$0.73
NEBF	3%	\$0.73
LMCC	0.10	<u>\$0.10</u>
Total		\$37.97

9th Step - 70%

Wage		\$26.12
H & W		\$8.00
Pension	11.5%	\$3.00
Def. Inc.	0.70	\$0.70
JATC	2.75%	\$0.72
SEMFT	3%	\$0.78
NEBF	3%	\$0.78
LMCC	0.10	<u>\$0.10</u>
Total		\$40.20

10th Step - 75%

Wage		\$27.98
H & W		\$8.00
Pension	11.5%	\$3.22
Def. Inc.	0.70	\$0.70
JATC	2.75%	\$0.77
SEMFT	3%	\$0.84
NEBF	3%	\$0.84
LMCC	0.10	<u>\$0.10</u>
Total		\$42.45

Section 4.09. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

ALL OF BRISTOL (EXCEPT ATTLEBORO, NORTH ATTLEBORO & SEEKONK),
BARNSTABLE, DUKES AND NANTUCKET COUNTIES.

NORFOLK COUNTY - AVON, RANDOLPH, HOLBROOK, STOUGHTON, PLAINVILLE
TOWNSHIPS.

PLYMOUTH COUNTY - ENTIRE COUNTY, EXCLUDING HINGHAM AND HULL TOWNSHIPS.

ALL STATE AND FEDERAL WATERS THAT ARE WITHIN, OR ARE PART OF BARNSTABLE,
BRISTOL, DUKES, NANTUCKET, OR PLYMOUTH COUNTIES (EXCLUDING WATERS
ADJACENT TO HINGHAM AND HULL TOWNSHIPS).

Abington, Acushnet, Avon, Barnstable, Berkley, Bourne, Brewster, Bridgewater, Brockton, Buzzards Bay, Carver, Chatham, Dartmouth, Dennis, Dighton, Duxbury, East Bridgewater, Eastham, Easton, Fairhaven, Fall River, Falmouth, Freetown, Halifax, Hanover, Hanson, Harwich, Holbrook, Kingston, Lakeville, Manomet, Mansfield, Marion, Marshfield, Mashpee, Mattapoisett, Middleboro, New Bedford, North Abington, North Easton, Norton, Norwell, Onset, Orleans, Otis Air Base, Pembroke, Plainville, Plymouth, Plympton, Provincetown, Randolph, Raynham, Rehoboth, Rochester, Rockland, Sagamore, Sandwich, Scituate, Somerset, South Easton, Stoughton, Swansea, Taunton, Tisbury, Truro, Wareham, Wellfleet, West Bridgewater, Westport, Whitman, Yarmouth, plus Nantucket, Martha's Vineyard and all Islands.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

**IBEW LOCAL 223
TELECOMMUNICATIONS AGREEMENT**

Scope

The work covered by this agreement shall include the installation, testing, service, and maintenance of all Voice Data Video systems which utilize the transmission and/or transference of voice, sound, vision, or digital.

- I. This agreement specifically includes, but is not limited to the following work:
 - Radio
 - Television
 - Video
 - Recording Voice
 - Sound
 - Nurse Calls
 - Emergency Call
 - Visual Production
 - Telecommunication Systems
 - Data Systems
 - Fire Alarm Systems (testing, service, and maintenance only – see paragraph F, below)
 - Security Systems (see Paragraph H, below)
- II. The scope of work covered by this agreement is subject to the following clarifications and exclusions:
 - A. All metallic and non-metallic conduit work, exclusive of sleeves and limited incidental runs of conduit, shall be excluded from the Telecommunication Agreement.
 - B. All work covered by Massachusetts General Laws that pertain to licensing of electrical work, including but not limited to lights, power, both normal and emergency, including battery backup systems to the first point of connection within the defined area of computer rooms, communications rooms, equipment rooms, PBX rooms and telecommunications Agreement. Battery backup Systems that are portable in nature or an integral part of the equipment shall be covered by Telecommunications Agreement.
 - C. Plastic raceways (excluding pvc conduit and multi-use surface mounted raceways) designed specifically and exclusively for systems covered under the Telecommunications Agreement shall be the work of the Technician.
 - D. The installation of cabletray and ladder-rack designed specifically and exclusively for systems covered under the Telecommunications Agreement within computer rooms, communication equipment rooms, PBX rooms and termination closets, shall be the work of the Technician.
 - E. Energy Management Systems are excluded from the Telecommunications Agreement.
 - F. The installation of Fire Alarm Systems is excluded from the Telecommunications Agreement.
 - G. All fiber optic and other cable and associated used exclusively for the control of electrical light, heat, and power shall be excluded from the Telecommunication Agreement.
 - H. The installation of pipe, wire and mounting of field devices for security systems installed in new buildings or projects that to be bid under the base bid for electrical, shall be done under the wages and fringe benefits set forth in the Principal Bargaining Agreement between Rhode Island and Southeastern Massachusetts chapter of NECA and Local 223 IBEW.
 - I. Nothing contained in this "Scope" or any other section of this agreement shall prevent a contractor who is signatory to the inside Agreement from performing Voice Data Video under the terms and conditions of the Inside Agreement.

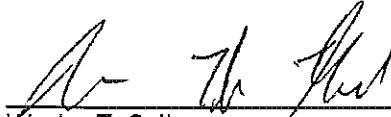
**IBEW LOCAL UNION 223
TELECOMMUNICATION AGREEMENT**

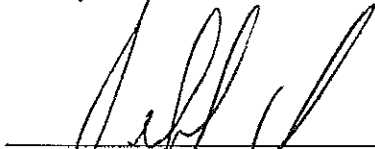
Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Technicians.

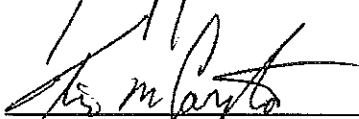
Number of Journeymen	Maximum Number of Apprentices/Unindentured
1	1
2	2
3	2
4-6	4
7-9	6
10-12	8
13-15	10
16-18	12
19-21	14

IN WITNESS THEREOF, the parties have executed this Agreement this 31st day of August, 2014.


Signed for the RHODE ISLAND AND SOUTHEAST MASSACHUSETTS CHAPTER, NECA

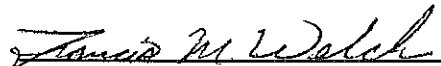

Wesley T. Geller



Jeffrey Amara


Timothy M. Cayton

Signed for the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 223


David W. Fenton


Francis M. Welch


Bart Perry